

Association of Hungarian Danube Ports (MDKSz)
General Conditions of Contract 2015
(KÁSZ)

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1. Scope of Application

These General Conditions of Contract, hereinafter Business Conditions, have to be applied to transactions between enterprises subject to consideration.

2. Terms

In respect of these Business Conditions following terms shall be understood and interpreted as defined here below.

In order to be better understood, the terms defined under point 2 are printed in a different (Garamond) type in the following text.

2.1. *Price, fees, (other) costs*

The fees and costs on the basis of the contract made up between the Company and the Client. Under 'other costs' those expenses of the Company are understood which are though in connection with the given legal relationship, they are not predefined by the contract. (E.g. rescue costs, expert costs, etc.) Quay usage fee is to be borne by the Client, the port fee by the Carrier.

2.2. *Goods/consignment*

Objects handed over to the Company by the Client or some other person acting in the interests of the Client under a legal relationship.

2.3. *Taking over/storing*

The taking over of goods directly from the Client or any other person acting in the interests of the Client

2.4. *Cargo handling*

All kinds of operations in connection with the goods which the parties have agreed on or which are required so as the goods do not endanger the life, physical health or property of others.

2.5. *Cargo release/release from stock/delivery*

Delivery of the goods to the Client directly or to any other person acting in the interests of the Client

2.6. *Minutes of delivery*

Any document issued by the Company of the delivery of an item.

2.7. *Minutes of take-over*

Any document issued by the Company of the taking over of an item.

2.8. *Electronic exchange of data*

To the electronic exchange of data between the Company and the Client the own terms of business of the Company and/or the provisions of the contract signed between the parties apply.

2.9. *Checking*

An examination performed in the business area of the Company in common with the Client in respect of the goods/consignment, in connection with the same, respectively.

2.10 *Means of transportation*

Every means licensed for the means of transportation, self-propelled or not.

2.11 *Carriage*

The carrying of goods/consignment by any means of transportation

2.12. *Representative*

As to the legal relationship of the parties a person may be considered a representative if on the basis of whose proceeding it may well be supposed that it is authorised to make statements in connection with the transaction between the Client and the Company. One of the parties is not obliged to identify the employee of the other party; it is sufficient if the course of business is rational, and the message seems to come from the right source.

2.13. *Framework agreement*

A non-individual agreement signed between the Company and the Client.

2.14. *Port services*

Services determined in these Business Conditions, in the own business conditions of the Company, in the framework agreement or in the individual agreement which are provided by the Company to the Client in the interests and for the benefit of the Client.

2.15. *Port terminal*

The place of the business activity of the Company (business area), independently from its physical or legal form. The Client knows the terminal, may look at it previously, and may accept it as appropriate for the purposes of the contract.

2.16. *Container*

All means defined as such according to the norm in respect of any means of transportation.

2.17. *Servant*

The person or persons drawn on either by the Client or the Company, aiming at the fulfilment of their own obligations or the persons acting in the interests/for the benefit of the Client (e.g. the carrier handing/taking over the goods of the Client)

2.18. *Order*

A statement made by the Client for the performance of some kind of activity. The Company accepts orders by explicit statements made in writing.

2.19. *Tools of the terminal*

All tools which serve the performance of operations in the terminal used by the Company.

2.20. *Storage*

Transitional keeping of the goods/consignment of the Client and performing various operations with them as per individual contract and the B(b)usiness Conditions in the own territory of the Company or in any areas operated by the same under any legal title (Port terminal)

2.21. *Freight Forwarding*

Forwarding of goods organised by the Company. To this activity the General Hungarian Forwarding Conditions apply (MÁSZ).

2.22. *Client statement concerning performance*

A document in which the Client confirms the performance of an operation or the occurrence of an event

2.23. *Company*

The contracting party providing the services

2.24. *Instruction*

Disposition of the Client which may be made within the legal relationship

2.25. *Client*

The person with whom the Company is in legal relationship, and in the interests and for the benefit of whom it provides the services

2.26. *Persons on the side of the Client*

Anybody acting in the interests and for the benefit of the Client in the framework of the legal relationship between the Client and the Company

2.27. *Business Conditions*

These General Conditions of Contract

2.28. *business conditions*

The own business conditions of the Company or of third persons

2.29. *Business secret, protected knowledge*

Any data, information, experience, and knowledge deriving from the Company or the Client, and/or being in connection with their business activity otherwise, and which is not accessible by anybody

2.30. *Enterprise*

A person defined by the Civil Code (Ptk) as such

2.31. *Dangerous goods*

Objects rated as such by legal norm

3. Conclusion of the contract

3.1. *Written form*

Unless differently provided in the framework agreement, a legal relationship between the Company and the Client may be established in writing only.

3.2. *Main contents of contract*

The Client is obliged to provide information on the contractual elements essential for itself already upon the starting of negotiations, and if these alter, it should continuously inform about these also during the negotiations. Also without the special legal statement of the parties the following are qualified as main contractual contents: the person of the contracting parties, the most exact denomination of the goods/consignment, the fees and the costs commonly connected with the performing of the contract. In the case of dangerous goods or any goods requiring any kind of special treatment, the classification code (exact series of numbers) according to the legal norm and also the dangerous goods' classification code (exact series of numbers) relating to the given carriage method, respectively should be submitted already upon the first taking up of contacts.

3.3. *Practices and customs of the parties*

The practices and customs in connection with an earlier legal relationship of the parties may not be a basis for the stipulation of the contents of a later established contract as to the obligations of the Company.

3.4. *Statements made prior to the conclusion of the contract*

In the case of an already existing contract, the statements made by the parties earlier shall not become parts of the contract.

3.5. *Business conditions*

By concluding the contract or accepting the offer of the Company these Business Conditions become parts of the legal relationship. Herewith the Company informs the Client also particularly that these Business Conditions differ from the provisions of the Civil Code (Ptk) as to prescription and limitation of liability. These Business Conditions are available at the websites of MDKSZ (www.hfip.hu) and that of the Company. The Company will send these Business Conditions to the Client upon request also in printed form. The Company negotiates these Business Conditions individually if wished so by the Client. The general conditions of contract of the Client (business conditions), should such exist, or any other business conditions for any reason, will not become part of the contract.

3.6. *Offers of the Company*

The Company is bound by its offers made during the time period given in the offer. If no binding deadline is determined in the offer, it has to be accepted promptly. Prompt acceptance means that the acceptance of offer has to

arrive on the same day until 17:00 at the Company. Statement qualifies as acceptance only if it does not contain any change to the offer.

3.7. *The Client's statement of acceptance differs from the Company's offer*
Should the Client accept the offer of the Company not with the contents laid out in the offer, no contract will be concluded between the parties but a new statement made by the Company, as may be the case, will qualify as a new offer.

3.8. *Invalid condition*
Should a condition of the contract be invalid, this will be without prejudice to the other parts of the contract. If any of the parties becomes aware of the fact subsequently that some condition is invalid, it should advise the other party without delay, and they will try to replace the invalid provision by another provision being the closest in its original aim. Meanwhile they take also the statements into consideration which the parties made in the course of contracting. If they do not succeed in agreeing on the replacement of the invalid provision within the time period provided but within 3 working days at the latest, the validity or invalidity of the contract should be stated with the dropping out of the invalid provision.

4. Modifying the contract

4.1. *Unilateral modification*
The contract may not be modified unilaterally even if one of the parties was authorised to do so by a legal norm.

4.2. *Modification by court*
Before making use of the opportunity of modification by the court, the parties will try to modify the contract with common consent, in the course of which they inform each other about the possible framework of modification, their essential legal interests, and they make a general statement of their points of view.

5. Termination and cessation of the contract

5.1. *Termination by joint statement*
The parties may terminate their contract only in writing with future or retroactive effect, with simultaneous making of accounts, at any time if it is possible in other respects. Contract with definite term may be terminated with common statement only.

5.2. *Ordinary termination*
Unless a contrary provision of contract exists, the contract may be terminated by the parties without the obligation of justification in a written document officially signed, with the effect from 24:00 on the last calendar day of the month following the current month.

5.3. *Extraordinary termination (with prompt effect)*

The extraordinary termination should be made in writing with giving the exact cause and officially signed, which will take effect, unless otherwise stipulated by contract, at 24:00 on the day of the statement's arrival, if it is delivered to the other party until 12:00 a.m. If the statement including the extraordinary termination arrives after 12:00 a.m., the extraordinary termination will be effective from 24:00 of the day following the day of delivery.

5.4. *Frustration*

If one of the parties is informed about the frustration of the contract, it is obliged to advise the other party both orally and in writing, and to inform it at the same time, how far this frustration affects performance, i.e. only the services going on or all of them included in the contract are affected. Should the Company state that frustration is final, the contract ceases upon statement. Until the date of frustration accounts have to be made according to the contract. After a transitional frustration has ended, performing has to continue.

5.5. *Performance*

The performing of the full service or of a definite part of it as indicated in the contract

6. General rules concerning the legal relationship of the parties

6.1. *Mutual bona fide and fair proceeding*

The parties are obliged to make use of their rights and meet their obligations laid down in the contract in a trustful and fair way. Trustfulness and fairness have to be understood in the context of the contract.

6.2. Reasonability

If not otherwise provided, the parties are obliged to proceed as in general anticipated in the given situation.

6.3. *Being silent and abstention from activity*

Any silence or abstention from some activity will not qualify as legal statement.

6.4. *Scope of legal statements*

Legal statements become effective as soon as the addressee of the legal statements takes note of them.

6.5. *Addressed legal statements only*

The parties issue only addressed legal statements to one another.

6.6. *Written form*

During the operation of the legal relationship already established all statements arriving in the electronic way will qualify as written statements.

6.7. *Information and co-operation*

During the carrying out of the contract the parties have general obligation to inform each other and to co-operate.

6.8. *Advising of deviations from contract*

The parties advise each other upon occurrence if they are not able to carry out some operation in due time, or are not able to perform in the quantity and quality as laid down.

6.9. *Data, knowledge, measures, advice of these belonging to the sphere of interest of the other party*

None of the parties is obliged to know and interpret any knowledge and information belonging to the sphere of interest of the other party, and take measures for the other, respectively. Should the other party ask for information on such, the information should possibly be provided without delay and in the detail requested. The data and information should be placed at disposal without request and in due time which are needed to the exertion of activity anticipated from the other party (e.g. data of goods, data of servants, etc.), and the Client has to see to the obtaining all of the official documents from the authorities which are needed by the Company to the performance of its activity (e.g. plant health certificate, quality control, etc.).

6.10. *Date of performing individual operations*

Unless stipulated otherwise by an individual contract the dates of the individual operations should be agreed on previously and in writing at least 3 working days prior to the carrying out of the operation planned (e.g. dates of loading).

6.11. *The Client's complaints*

The Client is obliged to submit its complaints concerning the services of the Company immediately after taking notice. Both the Company and the Client may request the taking of minutes of the advice of the complaint if necessary, which may not be refused by the other party. The complaining party has to describe the defect in such detail that the volume and the type of the defect could be established. If the contribution of a third person is required to the establishment of the circumstances (e.g. expert), the costs of this procedure shall be advanced by the party having ordered this service.

6.12. *Consequences of cessation*

If the contract ceased, the Client is obliged to take measures for the simultaneous or prompt removal of the goods/consignments and eventual other matters being in the possession of the Company if the contractual, legal and statutory conditions of that otherwise persist. Apart from the case of deliberate causing of damage, the Company is not liable for the damages which would not have occurred if the Client had the goods taken promptly.

6.13. *Cessation without legal successor*

The parties inform each other mutually if they themselves adopted a resolution on their cessation without legal successor, or the same arises as

a result of the initiative of others. The latter has to be advised of in writing within 1 working day from the official taking note of the information.

6.14 Servants

Both the Company and the Client may employ servants.

6.15. *Business secret, protected knowledge*

In the case of the unauthorised use of a business secret or protected knowledge the parties owe each other 50% of the value of the contractual service.

6.16. *Transfer of rights, transfer of contract*

Should the Client want to transfer some its contractual rights or the contract itself to another person, it informs the Company 15 days prior to the transfer. If the transfer of right affects the professionalism of operating the legal relationship or affected the payment to the Company for the services detrimentally, or in the opinion of the Company it makes the legal relationship unsecure in general from the point of view of the Company, the Company informs the Client about that in writing, and whether it approves it or not. Should the Company not approve it, however the Client would transfer the contract despite that, and the Company suffered damage out of that, the Client will be liable to the Company according to the rules of the breach of contract.

7. Statements of the Client, its servants, procedures in connection

7.1. *Statements of the Client*

The Company does not examine the lawfulness of statements given by the Client, for these the Client is liable. Concerning the conclusion of the contract and the statements made during its fulfilment the Client irrevocably states that it disposes of the objects being the subject of the legal relationship lawfully. The Client may not refer to public knowledge in relation to the Company. The information provided by the Client should be understood. The obligations of the Company may not increase in weariness through the Client's wish to include similar or complementary services in its statement additionally.

7.2. *Persons acting for the benefit of the Client*

The Client is liable for the acts and defaults of, as well as damages or expenses caused by persons agreed on by the parties, designated by the Client through a statement to the Company or acting for the benefit of the Client otherwise.

7.3. *The Company does not act according to the statements of the Client, returning to the Client*

The Company may reject acting according to the statements of the Client, if in these statements the Client designates a third person for the performing of some operation or making some statement but the Company does not deem

the designation itself or the acting of the third person professional or secure. The Company may return to the Client at any time, even if the person designated by the Client had already been involved in the transaction.

8. Rights and obligations of the Company

8.1. *Undertaking of obligation by the Company*

The Company states that it disposes of the licenses, tools, and personnel, as well as expertise needed to the performing of operations under the contract.

8.2. *The start of service providing*

The Company starts providing services without delay, unless there is a different provision of contract in this respect.

8.3. *Premature performance*

If the contract enables or it is possible otherwise, the Company is also entitled to perform before maturity. It advises the Client thereof as necessary.

8.4. *The contractual framework of performing operations*

The Company performs the operations laid down in the contract in the way provided therein and according to the present Business Conditions.

8.5. *Adequacy of performance*

The performance of the Company is appropriate if the service provided is in compliance with the contract and these general Business Conditions.

8.6. *The Company disposes on its own*

If unavoidable circumstances occur, and the Client cannot be advised, considering the aim of minimising damages with respect to both the persons and material goods of others, the Company disposes on its own in order to save the goods/consignment. In this concern the Company is not liable, and may require the covering of its expenses.

8.7. *Refusal to enter the Port Terminal*

If the Company comes to the conclusion that the person, goods or means of transportation to enter the port terminal are not secure in respect of the terminal, the property or person of others, may choose the measures needed and reasonable to restore security. It tries to take up contacts with the Client in this concern, who is obliged to take part in the solution of the question without delay. If the Client is not available or does not cooperate, the Company tries to eliminate the disorder in the case of pressing necessity, and informs the Client about it without delay. Should the Company wish so, the Client is obliged to give the instructions needed to eliminate the disorder without delay or perform the acts itself. The costs of the elimination of disorders are to be borne by the Client.

9. Rights and obligations of the Client

9.1. *Handing over of documents*

The Client is obliged to hand over to the Company all those documents in due time which are necessary and useful to the providing of services or in which the parties have agreed on. Such documents are for example instructions on the storage or on some handling of goods, descriptions, information sheets, etc. Should the Company have questions in connection with them, the Client has to answer these prior to or during the term of the contract at any time when they arise without delay considering that the Company does not dispose of an expert knowledge about the goods, and that the Company can decide on the basis of the information provided, whether some operation may be carried out or not. The Client warrants that these are correct, authentic, accurate and complete, as well as that the goods are safe, and have been compiled/prepared by a personnel and in a place controlled by itself, etc., and that they are supplied with the proper marks, unchanged and will arrive/start under the observation of the necessary authority provisions and legal norms. Any consequences due to the failure to meet the above will be charged to the Client. The Client warrants, too that the instructions and any other information or data come from the authorised employee of the Client.

9.2 When the Client submits not the document itself but the data to be indicated in the document only, the usage of these in compliance with the information given will be the liability of the Client. These data may be submitted or modified in writing only.

9.3. Services to third persons

The services to third persons have to be agreed on explicitly.

9.4. *Confirmation of performance*

The Client (or the person acting on its behalf, in its interests or for its benefit) has to confirm the individual events of the contract's fulfilment in writing if wished so by the Company.

9.5. *The Client's obligation to unload or to take the goods*

The Client is obliged to have the objects being in the possession of the Company in connection with the transaction taken according to the contents of the legal relationship, and at the cessation of the same, supposed that other rights are not affected. Without such a disposition of the Client the fee stipulated by the contract will double on the first day of delay. As to the objects not taken or unloaded the fees included in the contract for such cases have to be applied. If the Client fails to give the instruction, the Company, under preserving its right of compensation for damages, is authorised to proceed according to the contract, its own business conditions, these Business Conditions and to the law, which may even include the destruction of the goods. As to the circumstances and consequences

occurring as a result of the failure of the Client the Company excludes its liability and may claim for its expenses proven.

9.6. *The Client provides services not in compliance with the contract*

The Client may terminate the services for the goods/consignments at any time without justification. Unless otherwise provided for in the contract as compensation for damages the half of the fee according to contract for the contracted quantity dropped out and the costs proven should be paid for. If the Client does not meet any of its obligations on the 15th working day following the expiration of the term or does not provide any proper security, the Company may withdraw from the contract or terminate it.

10. Common obligations concerning performance, co-operation, examination of services

10.1. *Several obligors*

If several obligors are indicated in the contract, they owe the Client their own services only. The operations of the obligors are coordinated by the Client. In the case of a dispute the parties are obliged to begin and arrange conciliation within a rational time period, indicating also the cause, upon the initiative of any of the parties.

10.2. *Several obligees*

If performance may be claimed by several persons according to contract, and the contract does not include which part may be claimed by which of them, or whether a full performance may be claimed by each of the obligees, the Company may perform to any of the obligees in full. Under doubtful circumstances (e.g. dispute of obligees) this will not prevent the Company from initiating agreement at its own discretion, and from requesting statement. This right of the Company is without prejudice to the other right of the Company to perform for one of the obligees to the full extent. The Company is not obliged to examine whether any of the services can be divided in physical or legal terms or not.

10.3. *Joint obligation*

The Company takes on a universal obligation explicitly only, such obligation may not be stated by interpretation.

10.4. *Place of performance*

Unless laid down in the contract otherwise, the place of performance is the Port terminal.

10.5. *Examination of performance*

The Client and the person acting in its interests, respectively is obliged to assure itself of the fact without delay and at own costs whether the quality and quantity of the services are acceptable.

10.6. *Advice of obstacles*

The parties are obliged to advise each other of the obstacles of performance.

10.7. *Right of instruction*

The right of instruction of the Client concerns only the services stipulated in the Contract. The instruction may not make the contractual obligations of the Company more wearing. Should the instruction be inappropriate, the Company calls the attention of the Client to that fact. If the Client sticks to the instruction, the Company may withdraw from the Contract or terminate it, or may carry out the Instruction to the risk of the Client. The Company may request a sufficient security in order the instruction will be carried out. A security is sufficient when it enables the covering of the proven costs of the carrying out of the instruction at once and without any conditions and without any enforcement costs to be paid or advanced by the Company.

10.8. *Deviations of data and its consequences*

If the data submitted by the Client do not correspond to the actual data or this possibility occurs, especially when the security of persons and property requires, and if the Client cannot be contacted, does not cooperate or the information given is inappropriate, the Company may even destruct the goods.

11. Court or authority decisions affecting performance

11.1. *Advices*

The Company advises its Client of the measures of the court, authorities or liquidators affecting the Client's goods/consignment on the first possible occasion by phone, then in writing. The advice should be made during business hours, however the Company will arrange in every available way to advise the Client also beside business hours.

11.2. *Carrying out decisions*

The Company carries out the measures requested by courts, authorities and liquidators. The Company does not examine the lawfulness of these, in this respect it cooperates with the courts and authorities in compliance with its statutory obligation.

11.3. *Responsibility*

In respect of the carrying out of the decisions of courts, authorities and liquidators the Company carries no responsibility at all. The Client is obliged to compensate the Company for all damages and costs which occurred in connection with the carrying out of such measures. The Company is not obliged to advance these costs.

12. Consideration, the costs, paying for the costs and other payment obligations of the Client

12.1. Definition of consideration

Consideration includes the fee and the costs stipulated by the Contract (e.g. fee for using the quay, the port, etc.). The costs not stipulated in the individual contract and the costs of external services ordered by the Client are paid and advanced by the Client (e.g. plant and animal health examinations, customs clearance, etc.)

12.2. Date and time of payment

The Client has performed when its payment labelled with reference has appeared on the banking account of the Company or it has been paid at the cash desk of the Company. The costs of payment are to be borne by the Client.

12.3. Payment without indicating reference

Any payment made without the indication of reference by the Client will be spent on paying the debt having been overdue for the longest period of time in respect of any of the legal relationships between the Client and the Company, within them first on the costs, secondly on the interests, and third on the principal.

12.4. Costs not included in consideration

The Company is not obliged to advance the costs not included in consideration.

12.5. Third person paying

The Company accepts payment from a third person as performance by the Client.

12.6. Interests

In the case of default of payment and without a contrary condition in the contract the statutory default interest should be paid. If the Company is compelled to pay to third persons, although this would not be its obligation either on the basis of the individual contract or of the Business Conditions, in the interests and for the benefit of the Client and/or in order to minimise damages or costs either due to the failure or any act of the Client, on the amounts paid by the Company necessarily the threefold of the prevailing base rate of the National Bank will be charged.

12.7. Fee of unplanned work processes

If work processes which have not been planned and are not included in the contract, however serving the interests of the Client require the involvement of third persons, and the Company commissions these third persons itself so as to arrange for a reasonable process, the Company may request the advancing of the costs. Without advance payment the invoice on the expenses is promptly due. Should the unplanned work processes cause the Company loss of time, additional work or damage, the special fees stipulated

in the business conditions of the Company or in the individual contract should be applied (e.g. special fee of instructions given with delay, pest elimination (gasification), overtime storage charges, default charges, demurrage, delayed arrival of the means of transportation, the towing away of not working vehicles, rescue fee, etc.).

12.8. *Setting-off*

No setting-off against the demands of the Company is allowed.

12.9. *Consequences of non-payment*

In the case of non-payment on maturity the Company may choose from all available contractual or legal means, without observing a sequence. Such means may be e.g. demand note/reminder, request for sufficient security, and making use of the security at disposal, use of the right of retention, use of lien, waiver or termination of the contract. In the event of non-payment on maturity during the term of delay the Company is liable for damages caused wilfully only. The eventual compensation for damages has to be deducted from the amounts due to the Client.

13. Lien

13.1. The Company can have lien on all objects and documents which are in its possession or which it controls pursuant to the legal relationship.

13.2. The right of lien covers the fees, costs and other claims of the Company. The right of lien assures all overdue and undisputed claims which exist or existed according to the legal relationship with the Client.

13.3. If the Client has more than 15 calendar days' default of payment, and the Client does not provide a sufficient security during this period of 15 calendar days, the Company may begin the enforcement of its right of lien.

13.4. Security is sufficient if it can be made use of by the Company without any costs and further conditions at once in respect of its full claim.

13.5. Upon the request of the Company the Client is obliged to send to it the cover note relating to the pledge in written form.

13.6. Should the pledge in the possession of the Company become destructed, lose in value, the insurance amount or other value will replace or complete the lien's cover.

14. Right of Retention

14.1. Should the Client not meet its due payment obligations, the Company may withhold its actual services until the time, when the Client pays or provides sufficient security. The Company defines a term for performance up to which

the Client has to effect payment or provide security. If the term passes without result, the Company may even withdraw from or terminate the contract. The Company may make use of its retention right up to an amount only, which has not been paid by the Client. Should the next coming service of the Company be undividable and the contractual value of which would exceed the actual payment obligation of the Client by 20%, the Company is obliged to perform its next service against the providing of a sufficient security only. To the sufficiency of the security the provisions under point 14.2 apply.

- 14.2. The Client may protect against the retention right of the Company also by a general security. For this purpose the security is sufficient which enables the availability of a prevailing actual consideration without further expenses and any other condition promptly. The Company begins its activity upon payment or the providing of security at once. The necessary and rational costs arising due to the making use of the retention right (e.g. lawyer's honorary and costs of consignment insurance) are to be borne by the Client, and may be paid from the security amount.

15. Liability of the Company

15.1. *Liability*

The Company is exempt from responsibility if it proves that the breach of contract was caused by a circumstance beyond its control which was unforeseeable at the date of concluding the contract, and the Company had not been expected to avoid it or to avert the damage.

15.2. *Limitation of compensation for damages*

Under the title of compensation for damages the Company pays for the damage occurred in the goods/consignment and the proven costs of survey – excluding all further damages and costs. In case of late payment by the Client the Company's liability is excluded for the period of delay of payment except for the case of the wilful causing of damage.

15.3. *Liability for delay*

The Company is liable for the damages as a consequence of delay in the case and at the extent as agreed on in the contract. If the Company is liable, the Client has to provide information on the consequences, which occur or occurred due to the delay and prove these by documents without delay.

16. Liability of the Client

16.1. *Liability*

The Client is liable for all damages caused by itself or by persons acting in its interests (e.g. carrier, inspector, etc.) to the Company or to third persons in objects, expenses or in the person of others for whatever reason the damage occurred (e.g. providing of incorrect/faulty data, delay in data

providing, default/mistake/delay in documents, failure to order necessary services or other failures of administration, acts by participants in the chain on the Client's side, the missing of dates, the dangerous, special feature of the goods, etc.).

16.2. *Delay*

Should the Client be in delay in respect of any acts (e.g. to take over, hand over goods), it has to compensate the Company for the damages caused in this way in compliance with the contract and these Business Conditions. Without contrary provisions the late payment penalty amounts to 30% of the contractual amount.

17. Other provisions concerning objects in the Port terminal not in the ownership of the Company

17.1 *Temporary possession*

The Company holds third persons' objects in the Port terminal in its temporary possession.

17.2. *Usage and costs*

The Company may not use these objects, unless otherwise provided for, may not utilise them, and does not bear the charges for.

18. Prescription

18.1. *Time bar*

To the claims deriving from the legal relationship between the Company and the Client, unless a shorter time bar is stipulated by law, the time bar of 3 years applies. The claims for a compensation for damages against the Company should be made without delay, upon taking note of it, backed by the documents already at disposal. The parties may agree on the modification of the time bar in writing. Should the Company receive the advice of third persons concerning costs to be arranged by the Client later than 60 days prior to the elapse of the time bar of 3 years indicated above, the time bar will be lengthened to the statutory time bar of five years.

18.2. *Time bar and freight forwarding/carriage*

If the Company exerted both freight forwarding and/or carrying activity, to the claims originating from this contract, apart from damages caused wilfully or due to gross negligence, the time bar of one year applies.

18.3. *Maturity*

Unless otherwise stipulated by law, time bar begins when the claim becomes due.

19. Interpretation

19.1. *Presumable will of the person making statement*

The statement of the parties has to be interpreted in the way as the addressee had to understand it considering the presumable will of the person making the statement and the circumstances of the case, so especially the whole of the contract, these Business Conditions and the earlier, mutually accepted legal statements according to the generally accepted meaning of the words.

19.2. *Wider interpretation*

The legal statements of the Client in respect of the obligations of the Company may not be interpreted in a wider sense.

19.3. *Curtailling or waiving a right*

Waiving or curtailling a right may be made by an explicit legal statement only from which the fact and extent of waiving or curtailling is clear without interpretation. In the case of doubt the waiving or curtailling should be understood in the narrow sense, even including the case that the waiving and/or curtailling of the right did not happen.

19.4. *Paragraph titles*

The paragraph titles serve better understanding only; paragraph titles do not result in obligations for the Company.

20. Adjustment of damages, applicable law, legal disputes

20.1. *Advice of damage*

The Client gives advice of the eventual damages without delay after taking note of them, and attaches the documents to the advice already at its disposal. The documents received later will continuously be sent so as the lack of them should not delay the adjustment of the damage. The Client notes that the delayed sending of documents may hinder, delay or make impossible the procedure against the insurance companies and servants. Any damages arising from that are to be borne by the Client.

20.2 *Applicable law*

To the legal relationship of the parties the Hungarian substantive law has to be applied.

20.3. *Disputes*

The parties try to settle their disputes amicably.

Unless there is a different provision of law or a provision in the individual contract, the court competent according to the seat of the Company has exclusive jurisdiction.

In case of any difference the Hungarian version of these Business Conditions shall prevail.

21. Unloading the goods from the vehicle, taking over, storing

21.1. *Obligation to hand over and to take over*

The Company takes over, and the Client has to hand over the goods in the quantity and in the state which they have agreed on in writing.

21.2. *Rejection of take-over*

The Company is not obliged to take over the goods a) which are not in the state stipulated in the contract; b) to which the documents necessary for the identification of the goods and otherwise agreed on are not at disposal in due time, however on the arrival of the means of transportation at the latest. As to the consequences of the cases indicated in points a) – b) the Company excludes its responsibility, i.e. the Client is liable for the consequences due to above circumstances. The taking over of the goods does not qualify as a proof for the faultless state of the goods at take-over. Concerning the state of the goods at take-over those written in point 21.4 are applicable.

21.3. *Packaged goods*

The goods requiring packing according to their nature or goods agreed on as packaged goods should be handed over, unless a norm or a special agreement applies, in a package which provides protection during the loading operations, as well as the operations of handling of goods agreed on and necessary at least during the storage period stipulated by the contract.

21.4. *The external, apparent state of the goods, defective/faulty package and its consequences*

The Company is obliged to inspect the goods arriving only visually, if this is possible in the case of the goods given. The Company takes over the externally damaged or faultily packaged and faulty goods for storage and/or handling in the case only if the Client and/or the person who actually hands over the goods in the interests of the Client acknowledges the damage/fault/shortage in the document, too, and if this fault or shortage, independently from acknowledging, does not jeopardise persons, storage devices and the properties of others. As to endangering the existing of the possibility is necessary, the proficiency in the goods may not be required from the Company. If it is doubtful, that the state and quality of the goods at take-over may be preserved during storage due to the fault or defects, the Company informs the Client about it, as soon as this potentiality arises. The Company excludes its liability for the faults and shortages not apparent and the consequences thereof, and the Client is liable for the consequences of these circumstances, respectively (e.g. goods infected by pests in the case of agricultural produces, etc.).

21.5. *Arrival date and time of the means of transportation*

The means of transportation has to arrive and register for unloading, respectively at the date and time agreed on. If the means of transportation is not ready for unloading at the agreed date and time, the obligation of the Company ceases as to the observation of deadlines. For this case the parties agree on new dates.

21.6. *Arrival of the means of transportation with delay, unsuitability for loading and the consequences of these*

For the losses and costs deriving from delayed arrival the Client is liable. The costs should be established and settled according to the individual contract. Should the individual contract not include such provision, and if the means of transportation enables loading within four hours, the fee laid down in the contract, plus 15% should be paid. If the means of transportation is ready to load more than four hours later, the payable fee should be raised by 50%. The state being ready for loading should be reported by the form arranged for at the Port terminal during the working hours and in accordance with the regime of the Port terminal.

21.7. *Unloading*

Unless otherwise agreed on, the Company unloads with own or hired tools.

21.8. *Interruption of unloading*

If unloading may not be finished for any reason beyond the responsibility of the Company, but which does not hinder the loading or unloading of other means of transportation (e.g. the instruction of the Client or the fault of the means of transportation) the Company may have the means of transportation removed from the place of loading to the costs of the Client, in order to be able to begin providing the next service, minimising by that the loss occurring due to the interruption of unloading. The parties agree on the continuation of the service providing, the costs arising from the interruption are to be borne by the Client.

21.9. *Unloading norm*

The loading performance and duration are included in the business conditions of the Company and/or the individual contract.

21.10. *Performance below norm and its consequences*

The Company is liable for the performance below the norm and is obliged to pay late payment penalty if the parties agreed on that in the individual contract. If the Client claims compensation for damages because of delay, the documents on which compensation for damages will be based, should be submitted prior to the conclusion of the contract during the negotiations about the contract. Without that the Company limits its liability to the amount of the late payment penalty. The Company may not be obliged to pay late payment penalty or compensation for damages if the performance below norm or the lengthening of the loading period is due to circumstances which are beyond the control of the Company (e.g. weather conditions, other unavoidable external force, inappropriateness of the means of transportation, unscheduled arrival („shortage of goods”) etc.).

21.11. *Settlement of performance accounts*

The basis for accounting the norm is the register of time calculation prepared by the Company. Should the unloading within the period agreed on not reach 80% of the quantity daily planned due to causes under the control

of the Client, the Company undertakes loading with raising the fee for daily quantity planned but not performed by 40%.

21.12. *Moving of the means of transportation, opening of storage place*

The moving of the means of transportation, the opening of the storage place, the determining of the sequence of unloading are the tasks of the Client and the carrier, respectively. The daily loading hours are included in the rules of port operation, and the details of loading will be agreed on by the parties in the individual contract respectively.

21.13. *Weighing, identifying the features of the goods*

21.13.1. The Company may at any stage during taking over of the goods identify the quantity and quality at storing, as well as the other features of the goods, and this identification should be carried out according to the provisions of the individual contract.

21.13.2. Should the quantity, quality, condition, etc. of the goods deviate from the statements in the individual contract, or if the Company establishes otherwise at the taking over of the goods, that it is improper for acceptance, e.g. it is infectious, untreatable, falls to pieces, etc., it may reject the take-over, and advise the Client without delay, respectively.

21.13.3. If the checking of the quality and/or other features of the goods is carried out not in the case and way foreseen in the individual contract, the Company invites the Client to it both by phone and in writing. Should the Client be not available, or does not react at once, the Company is not obliged to wait for the arrival of the Client but may carry out the necessary examination. In the cases when prompt checking and measures are required, the Client should be advised subsequently, however at once after the ending of the special situation.

21.13.4. If the goods deviate from the quality and/or features agreed on, and the consequences of that may not be agreed on with the Client at once, despite requested so by the Company, further, if prompt action is needed due to a situation with damage risk or in order to minimize damages, the Company decides on its own on the fate of the goods, in the lack of other available opportunities, also including the removal of the goods from the Port terminal. The Company is not obliged to advance the costs of that. The invoice (of advance) is due for payment at once. The Client is obliged to bear the loss originating from that.

21.13.5. As to the establishment of mass and other data the data established with the authenticated measuring devices of the Company are decisive. Should the data provided or declared by the Client or the person acting in its interests and the data measured by the Company deviate, the Company advises the Client of this fact through the weight note or another document without delay.

21.13.6. This document serves as a basis for making accounts and the establishment of the quantity to be delivered. The Company is not liable for the mass and data declared by the Client.

21.13.7. If the Client or the person acting in its interests is present at the weighing and/or the establishing of other data or condition, it has to sign the document made of the action, and takes over a copy of it. Should the Client be not present at the establishment, the Company mails the document to the Client.

21.13.8. The Client may not contest the data measured with authenticated device even in case it was not present at the handing over.

21.13.9. *Supervisory measuring, ascertainment*

The Client may request supervisory measuring and data ascertainment at its own costs. In this connection it has to pay also for the operation costs arising in this connection at the Company or at third persons which would not have arisen otherwise.

21.14. *Documents*

21.14.1. The Company takes over the goods by signing the document stipulated in the individual contract or in the lack of such the document used by the Company for this purpose. One of the copies of this document is handed over to the person giving over the goods physically and/or to the Client (e.g. minutes of loading into the barge, weight note, etc.). The Company signs also the document relating to the way of carriage if requested by the carrier. By signing the consignee's copy of the waybill the Company acknowledges that it took over the goods in the interests of the Client in the state indicated in the waybill or another document in connection with the carriage or the waybill.

21.14.2. The Company does not examine the correctness of the documents handed over as to contents and to form or their context but if it notices any disorder, it advises the Client thereof. The Client may not base any claim on the lack of such advice, the Client is liable for the consequences of the faulty, incorrect or false data indicated in the documents and the damages arising from these, the Company is not obliged to advance payment in this concern.

21.14.3. The submitting of documents or other documents in connection with procedures to the authorities or to the Company in due time is the obligation of the Client. The consequences of a delay in submitting and the costs and damages arising from that are to be borne by the Client, and are not advanced by the Company.

22. Storage of the goods

22.1. *State at take-over and storage*

The Company stores the goods in the state it has taken it over, including also the packaging. The Company excludes the liability for the consequences of faults which may not be established at take-over (the goods of the Client, the goods of third persons, other properties, and persons) (E.g. the surface treatment of metals has already been improper at storing-in according to the terms of the contract; the defects of the goods not to be noticed at take-over). The goods should be stored and registered separated from the goods of other clients.

22.2. *Repair of packaging, re-packaging*

The operations in connection with the repair, and complementing of the goods or repacking them, except from events of danger or cases due to the own fault or failure of the Company, will be carried out by the Company on the basis of an agreement included in the individual contract concluded with the Client or a special agreement, to the costs of the Client only.

22.3. *The contents of cargo handling*

The Client is obliged yet prior to the concluding of the contract, at the taking up of contacts to inform the Company what kind of handling the goods require. The Company excludes its liability for the consequences of the Client's failure to provide this information.

22.4. *Cargo handling and preservation of quality during storage period*

During the period of storage the Company carries out the operations of cargo handling only which it agreed on or which are inevitably or without delay necessary in extraordinary cases in order to save the person or the property of others with the aim of minimizing damage.

In the lack of an explicit agreement on cargo handling the Company makes operations to prevent damages only, the costs of which are to be borne by the Client unless the damage is due to the Company.

The contents of operations agreed on should be understood in the narrow sense.

To the actions to be done or not to be done the contract and the instruction of the Client apply.

The Client is obliged to give instruction, description and information on the actions to be made and to be abstained from at an extent on the basis of which the Company is able to act without interpretation. The Client promptly answers the eventual questions of the Company, and is at its disposal.

22.5. *Mode of storage if there is not any written agreement in this respect*

The Company may determine the mode of storage, if the parties did not agree on it (e.g. open storage, covered storage, etc.) In these cases the Company excludes liability for the consequences of the mode of storage, unless caused by wilful damaging.

22.6. *The Client supplies not the quantity of goods agreed on*
The quantity/storage capacity reserved in the contract but not made use of does not influence the payment obligation of the Client laid down in the contract.

22.7. *Stock reports*
Unless differently provided in the individual contract, the Company sends a stock report to the Client after the completion of storing and the releasing from stock. If the term of storage lasts up to the last day of a calendar month, the Company sends monthly stock report. The Company provides further stock reports to the request of the Client against fee.

22.8. *Physical inventory*
The Client may initiate the taking up of a physical inventory at any time. The parties take up the physical inventory jointly. The dates (regularity), the detailed method, and the fee of it are included in the individual contract.

23. **Releasing from stock, loading in the vehicle, delivery**

23.1. *Date and contents of the disposition*
The Client is obliged to give the disposition of the release from stock with the contents and in the due time according to the individual contract. In the lack of such disposition according to contract the disposition of the release from stock should be given 3 working days prior to the activity to be performed as per order at the latest. The disposition should contain a) the exact denomination and quantity of the goods to be released from stock/loaded in the vehicle, if relevant, the storing place of the goods, b) the name, flag, agent and contacts of the arriving vessel if the goods have to be loaded in a ship, c) licence number and wagon number of the land means of transportation, c) the instructions for the contents and the treatment of documents, d) the data and availability of freight forwarders / carriers / quality controllers and other persons on the side of the Client.

23.2. *Delayed, defective, faulty disposition of the release from stock and dispatch*
In the case of the delay, incorrectness or defect of the disposition the Company may inform the Client that it cannot carry out the requested operation by the deadline requested or already agreed on. In this case the pro rata rate of the service fee according to contract is raised by 40%. Due to the delayed, defective or incorrect disposition of the release from stock and of dispatch the deadline for the Company to perform its obligations will be lengthened by the period of time during which normal operation can be restored.

23.3. *Arranging for the arrival of the means of transportation*
The Client is obliged to arrange for the arrival of the means of transportation in due time, the Client is liable for the consequences of a different date and time.

- 23.4. *The Client does not dispose of the release of goods from stock*
If the goods may not be released from stock and be dispatched at the date and in the way according to the agreement of the parties because the Client did not dispose in spite of the first written reminder, the Company excludes its liability for the goods except for the case of wilful damage. The costs and damages occurring in consequence shall be borne by the Client, and these are due immediately upon the dispatch of the invoice. If the Client has not disposed of the release even after the third written reminder with three days' deadline, the Company may destruct the goods at the expense of the Client.
- 23.5. *Charges for additional storage time*
The Company charges the fee of additional storage time agreed on for such cases, which is invoiced each calendar week, on the first day of the week. The invoices are sent to the Client in electronic form and/or per telefax who should arrange for remittance immediately. In the lack of immediate remittance and if the overdue amount has reached EUR 2,000.00 or the equivalent in HUF calculated with the exchange rate of NBH on the bank working day following the last day of maturity, the Company may destruct the goods at the expense of the Client in order to avoid further losses. The Company is not obliged to consider the interests of the Client. As concerns the goods stored for additional time the Company excludes its liability – except for the case of wilful damage.
- 23.6. *Loading in the vehicle and the paying of charges arisen before*
The fees and costs of all operations carried out before the loading has been concluded should be paid prior to the beginning of the release from stock.
- 23.7. *Quantity of goods to be released from stock*
The quantity of goods reduced by natural weight loss and the weight loss due to cargo handling will be released from stock. Under weight loss due to cargo handling the technological loss is understood which occurs during cargo handling. The extent of these is included in the norms, the business conditions of the Company or in the individual contract. The Company is not liable for the natural and the technological weight losses.
- 23.8. *Documents of the releasing from stock*
The Company makes out a note of release from stock for each release from stock which the natural person actually taking over the goods is obliged to sign immediately and has to write also its name and its company name on it in legible letters, simultaneously with the taking over of other documents proving take-over. The failure of the carrier is at the Client's expense.
- 23.9. *Loading the receiving vehicle, waybill*
Unless otherwise provided in the individual contract the Company loads the vehicle with its own tools observing the instructions of the carrier as to the placing of goods. With the loading technically concluded the responsibility of the Company ceases. Loading is technically concluded if the whole quantity

of the goods released from stock is in the means of transportation, or the Company has placed the seal if the vehicle is to be sealed also by the Company.

23.10. *Moving the means of transportation*

The moving of the means of transportation, the locking of the storing place, the arranging of the goods with hand, the fastening of the goods, the determining of the way of placing are the tasks of the Client and the carrier acting in its interests respectively.

23.11. *Documents*

The Company hands over the goods with the documents to the carrier on which it agreed on in the individual contract. The carrier confirms the take-over of the documents as listed in its waybill or in another document requested by the Company. This is without prejudice to the right of the carrier to make the statements made possible by the legal norms at take-over.

23.12. *Interruption of loading*

If it was not possible to conclude loading for a reason for which the Company is not liable, but which does not prevent other means of transportation to load or unload, (e.g. the defect of the means of transportation) the Company may have the means of transportation removed from the loading place at the Client's expense, so as to start the providing of the next service and by that to minimize the loss occurred by the interruption of unloading. The parties agree on the continuation of the interrupted service providing.

23.13. *Norm of loading*

The performance and term of loading are included in the business conditions of the Company and/or in the individual contract.

23.14. *Performance below norm and its consequences*

Due to a performance below the norm the Company has to pay penalty if the parties agreed on it in the individual contract. The Company is not obliged to pay either penalty or compensation for damages if the performance below norm or the prolongation of loading period were due to circumstances beyond the control of the Company (e.g. weather conditions, other unavoidable external force, the inappropriateness of the means of transportation, etc.)

23.15. *Accounting of performance*

The basis for accounting the norm is the statement of time register drawn up by the Company. Should the state of loading within the loading time agreed on not reach 80% of the daily planned quantity due to a cause ascribable to the Client, the Company undertakes loading at a fee by 40% higher than the fee of the daily planned quantity.

23.16. *Leaving the territory of the port terminal*

The Client is obliged to arrange for the means of transportation to leave the territory of the Port terminal after they have finished loading within the usual technical period of time. Should this not happen, the Company may provide

itself for the removal of the means of transportation at the expense and risk of the Client.

24. Warehouse Renting

24.1. *Identification and description of the hired area*

If the Company lets a particular storage area, the area and its physical description and the equipment there, the mode of usage, the goods and other necessary data and terms should be laid down in the individual contract.

24.2. *Usage, illegal usage*

In the area hired the Client is allowed to store only the goods specified in the individual contract. The Company excludes its liability for the goods and other objects illegally placed there – except for the case of wilful damage.

24.3. *Operations in the area hired with the tools of the Company and the Client*

In the area hired the Client is allowed to exert the activities and with the tools laid down in the contract only. Should the Client exert in the area hired activities to which it is not authorised by the individual contract, the Company excludes its liability in respect of the goods and other objects placed in the area hired. The Client is liable for the damages caused by its activity in the person and property of others. The Client is obliged to conclude an insurance contract according to the individual contract, however in the lack of such individual provision an insurance contract of at least EUR2,000,000.00 insured value made out to the Company as insured prior to the entry of the goods to the Port terminal at the latest.

24.4. *Entry to hired area*

The entry and exit to and from the hired area, unless contrarily provided in the individual contract, is possible during working hours and after checking only.

24.5. *Persons authorised to enter*

The Client is obliged to submit the names and identification numbers of the persons authorised to enter in advance in writing. In the lack of that the Company may reject the permission to enter.

24.6. *Mode of usage*

The carrying out of the permitted operations may not result in the changing of the hired facility's state (e.g. fences, rearrangement of individual equipment, lighting). The hired area should be used properly, without the injury of the person and property of others.

24.7. *The Company's right to check*

The Company is authorised to check proper usage at any time together with the Client and/or with the attendance of a notary public also beyond

operation time. It invites the Client to the event in writing. The Client is obliged to cooperate in the examination.

25. Direct transloading

It should be determined in the individual contract that some goods are transloaded directly and under what conditions from one to another means of transportation. The deadlines according to the own business conditions of the Company or the deadlines agreed otherwise apply only if the Client observed the deadlines undertaken by itself exactly. In the case of the Client's delay the Company may terminate the contract or resign from it.

26. Complex service

If the Company carries out several kinds of operations for the Client, and in respect of the given operation the present Business Conditions do not include any provisions, to these operations, unless otherwise stipulated in the individual contract, the typical rules relating to the individual activities of contract have to be applied. If these activities may not be separated from each other, and it cannot be established which stipulation of the Civil Code (Ptk) applies to which activity, the rules of the undertaking or that of the commission should be applied to the given activity depending on the type of obligation.

27. Cargo control and control of processes

27.1. *The right of the Client to check in general*

The Client is authorised to inspect the goods stored in the territory of the Port terminal according to these Business Conditions, and in the way laid down in the individual contract or agreed on later, respectively, or it may attend the individual checking events, too. Checks may be performed in the presence of the Company only. During check the Client is obliged to observe the rules of service security.

27.2. *Request for checking, advice of attendance*

The inspection of the goods and its date suggested should be advised of, and confirmed also in writing. If the Client wants to be present during the performance of some of the operations, it should submit this wish one day earlier in writing.

27.3. *Fees and costs*

The fees and costs occurring in connection with the inspection of the goods and the attendance, should there be such, are included in the individual contracts, in the lack of that they should be agreed on separately.

27.4. *Minutes of checks and inspections*

The parties take the minutes of the checks and inspections jointly, in which they record their statements, which is signed by the participants. The Client is obliged to include all of its establishments and complaints in the minutes. Should the given question require further examinations or experts, the minutes should refer to this fact.

27.5. *Checks specific to goods, statement of facts*

The further points of view and conditions of checking specific to the goods are included in the own business conditions of the Company or in the individual contracts.

28. **Operation rules**

28.1. The operation time of the Port terminals, the technology applied and the rules of behaviour are included in the own business conditions of the Company.

28.2. The Client and all persons acting in its interests are obliged to observe the operation rules of the Port Terminal (provisions for health and safety, fire and environment protection and other authority provisions, operation time, etc.). For the consequences of failing to observe or neglecting these rules the Client is responsible both to the Company and to third persons.

28.3. The acts of persons proceeding in the interests of the Client qualify as acts of the Client, for them the Client is responsible. (E.g. observing the rules of the load of vehicles, cleaning of vehicles, leaving of waste, etc.)

28.4. The Company may try to have the injuring party compensate for the damages caused by the person acting in the interests of the Client. In the aspect of that the Company is *not obliged to sue the actual injuring party, and if* the reminder or the adjustment of damages remains unsuccessful during 60 days, the Company returns to the Client, and sues it if needed.

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